



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No /N° du contrat 3517079
Standing Offer No/Supply Arrangement No, No de l'offre # commandes/No arrangement en matière d'approvisionnement SA/AMA: E60ZT-180025/141/ZT
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 10/19/2018 To/Au: 11/15/2018

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			7,200.00 CAD	936.00 CAD	8,136.00 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001	Contractor name and address - Nom et adresse de l'entrepreneur E.S. TUNIS AND ASSOCIATES INCORPORATED 2B-268 FIRST AVE OTTAWA ON K1S 2G8 CANADA		
Contact - Personne-ressource Alexander Long.	Telephone - Téléphone 613-943-6891	Contact - Personne-ressource Susan Snider	Telephone - Téléphone 613 594-3033

PROJECT TITLE - TITRE DU PROJET Performance Measurement Consultant

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

TREMBLAY, JENNY
Signature

Date

Oct. 18, 2018

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

Approuvé pour le Ministre

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.
Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRIK, JENNIFER
Signature

Date

Oct 18, 2018

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefor.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

19 October 2018

Canada



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3517079

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must apply provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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3517079

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Payment

Basis of Payment:

For the Work described in the statement of work in Annex C :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ 7,200.00. Customs duties are excluded and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using Direct Deposit (Domestic and International);

Invoicing Instructions:

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

Alex Long
Senior Advisor
Smart Cities Challenge
Infrastructure Canada
Alexander.Long@canada.ca | T : 613-943-6891 | M : [REDACTED]



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Appendix C - Appendice C Statement of Work - Énoncé des travaux

Statement of work for consulting assignment Infrastructure Canada Smart Cities Challenge

The Smart Cities Challenge team seeks a consultant with strong performance measurement and adult education experience who can draw from best practices observed in the private and public sector to deliver a webinar to Challenge finalists.

1. BACKGROUND

" Time constraints: Finalists have limited time (8 months) to develop their final proposal. Webinars on core final proposal requirements are being delivered as early as possible during this period so that finalists are able to factor these learnings in their proposal development. In particular, webinars based on core final proposal content need to be delivered by November 2018 (in advance of their first check-in with the Smart Cities Jury).

" External expertise required: The Smart Cities team does not have sufficient expertise in both outcomes-based performance measurement and adult education to deliver an effective capacity-building learning activity.

" Consistency within INFC: The consultant has already been hired by the department due to her extensive background, experience and expertise related to outcomes-based performance measurement. It is important that Smart Cities finalists benefit from a consistent departmental approach to outcomes-based performance measurement as finalists are required to develop performance measurement plans that can serve as the basis for contribution agreements if selected as a winner.

2. ORGANIZATIONAL GOAL

" Ensure finalists understand the underlying concepts, approaches and best practice related to outcomes-based performance measurement that are consistent with departmental approaches. It is also important that finalists prepare plans that can quickly form the basis of contribution agreements if selected winners.

4. SCOPE OF WORK

" Approximately [REDACTED] of work to November 15, 2018.
" Consultant will work with Smart Cities Finalist Primary Contact lead Alex Long.

5. TASKS AND DELIVERABLES FOR CONSULTANT

In consultation with the Smart Cities team:

- " Develop and tailor content relevant to outcomes-based performance measurement requirements for Smart Cities finalists.
- " Develop and produce an interactive webinar to deliver to Smart Cities finalists.
 - o Draft Materials due (presentation and full script): October 15, 2018
 - o Delivery of webinar: October 23, 2018
- " Provide responses to any follow-up questions from finalists.
 - o Up to November 15, 2018



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Appendix D - Appendice D
Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

1 Security Requirements

There is no security requirement associated with this requirement.

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to November 15, 2019.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick
Manager Procurement Services, Corporate Services
Infrastructure Canada / Government of Canada
jennifer.hendrick2@canada.ca / Tel: 613-960-6334

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Alex Long
Senior Advisor
Smart Cities Challenge
Infrastructure Canada
Alexander.Long@canada.ca | T : 613-943-6891 | M : [REDACTED]



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The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Susan Snider
Senior Associate
2B-268 FIRST AVENUE | OTTAWA, ON | CANADA | K1S 2G8 T 613 594 3033 | F 613 594 8928 www.estaconsulting.org

6 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex C, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Security Requirements Check List
- (f) the Contractor's bid dated September 21st 2018



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Standing Offer No./Supply Arrangement No.
No de l'offre # commandes/No arrangement en matière d'approvisionnement
SA/AMA: E60ZT-180026/026/ZT

Period of Contract (M/D/Y) - Période du contrat (M/J/A)

From/Du: 10/18/2018 To/Au: 11/15/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Incl./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			5,500.00 CAD	715.00 CAD	6,215.00 CAD

Issuing Office Address - Adresse du bureau d'origine

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

ONE WORLD INC.
14-1830 WALKLEY RD
OTTAWA ON K1H 8K3
CANADA

Contact - Personne-ressource

Alexander Long

Telephone - Téléphone

613-943-6891

Contact - Personne-ressource

Jacque Dale

Telephone - Téléphone

PROJECT TITLE - TITRE DU PROJET

Performance Measurement Consultant

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

TREMBLAY, JENNY

Signature

Date

Oct. 18, 2018

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK, JENNIFER

Signature

Date

Oct 18, 2018

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

Oct 22, 2018

Canada



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Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

**INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:**

Payment

Basis of Payment

For the Work described in the statement of work in Annex C :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ 5,500.00. Customs duties are excluded and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using Direct Deposit (Domestic and International);

Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the consignee:

Alex Long

Senior Advisor

Smart Cities Challenge

Infrastructure Canada

Alexander.Long@canada.ca | T : 613-943-6891 | M : [REDACTED]



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Appendix C - Appendice C Statement of Work - Énoncé des travaux

Statement of work for consulting assignment Infrastructure Canada Smart Cities Challenge

The Smart Cities Challenge team seeks a consultant with strong resident engagement, consultation and capacity building experience who can draw from best practices to deliver a webinar to Challenge finalists.

1. BACKGROUND

" Time constraints: Finalists have limited time (8 months) to develop their final proposal. Webinars on core final proposal requirements are being delivered as early as possible during this period so that finalists are able to factor these learnings into their proposal development. In particular, webinars based on core final proposal content need to be delivered by November 2018 (in advance of their first check-in with the Smart Cities Jury).

" External expertise required: The Smart Cities team does not have sufficient expertise related to resident engagement, consultation, diversity and inclusion to deliver an effective capacity-building learning activity.

" Consistency within INFC: It is important that Smart Cities finalists factor core considerations related to diversity and inclusion in both their resident engagement and in the design and delivery of projects and technologies aimed at target audiences to ensure optimal uptake and achievement of outcomes. Applying a GBA+ lens to engagement and project design are departmental priorities.

2. ORGANIZATIONAL GOAL

" Ensuring finalists understand the underlying concepts, approaches and best practice related to meaningful engagement that is inclusive of all residents is an important departmental goal, especially for finalists who are selected as winners and will need to ensure their funded projects are designed to meet diverse resident needs.

4. SCOPE OF WORK

- " Approximately [REDACTED] of work to November 15, 2018.
- " Services will be rendered mostly at INFC premises, 427 Laurier Street, Ottawa.
- " Consultant will work with Smart Cities Finalist Primary Contact lead Alex Long.

5. TASKS AND DELIVERABLES FOR CONSULTANT

In consultation with Smart Cities team members:

- " Develop and produce an interactive webinar (one English, one French) to deliver to Smart Cities finalists.
- " Develop and tailor content relevant to resident engagement, and diversity and inclusion requirements for Smart Cities finalists.
- o Draft Materials due (presentation and full script): October 22, 2018
- o Delivery of webinar: October 30 (English) and October 31 (French), 2018
- " Provide responses to any follow-up questions from finalists.
- " Provide responses to any follow-up questions from finalists.
- o Up to November 15, 2018

September 18, 2018



Call-up against a Standing Offer /
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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

1 Security Requirements

There is no security requirement associated with this requirement.

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 29, 2019.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick
Manager Procurement Services, Corporate Services
Infrastructure Canada / Government of Canada
jennifer.hendrick2@canada.ca / Tel: 613-960-6334

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Alex Long
Senior Advisor
Smart Cities Challenge
Infrastructure Canada
Alexander.Long@canada.ca | T : 613-943-6891 | M : [REDACTED]

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Jacquie Dale



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ONE WORLD INC.
Unit 14- 1830 Walkley Road
Ottawa, Ontario K1H 8K3
Tel: (613) 562-4073
Cell: [REDACTED]
Email: [REDACTED]

6 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex C, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Security Requirements Check List
- (f) the Contractor's bid dated September 24, 2018



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Standing Offer No /Supply Arrangement No.
No de l'offre # commande/No arrangement en matière d'approvisionnement

SA/AMA: E60ZT-120001/955/ZT

Period of Contract (M/D/Y) - Période du contrat (M/J/A)

From/Du: 10/26/2018 To/Au: 03/31/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd., - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			25,000.00 CAD	3,250.00 CAD	28,250.00 CAD

Issuing Office Address - Adresse du bureau d'origine

**INFRASTRUCTURE CANADA
FINANCE**

**1100-180 KENT ST
OTTAWA ON K1P 0B6**

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

MAPLESOFT CONSULTING INC

(MAPLESOFT GROUP)

702-1545 CARLING AVE

OTTAWA ON K1Z 8P9

CANADA

Contact - Personne-ressource

Joelle Logue

Telephone - Téléphone

613-943-2459

Contact - Personne-ressource

[REDACTED]

Telephone - Téléphone

613 226-9993

PROJECT TITLE - TITRE DU PROJET

Business Analyst for IPI Branch

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Les documents ci-joints, Conditions générales (Appendix A), Modalités de paiement (Appendix B), et Énoncé des travaux (Appendix C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of: Ontario
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

CAMPBELL, GLENN

Signature

Oct 29/18

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK, J. J.

Signature

Oct 26, 2018

Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out hereafter.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

Canada



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Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must apply provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.

Canada



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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Per diem rate:

The following is a firm all inclusive per diem rate, based on a 7.5 hour day for the proposed resource. GST/HST as applicable is extra and shall be paid in accordance with the provisions of SACC Clause C2215D. Per Diem rate(s) may not exceed those detailed in the SA: [REDACTED]

Term of Contract:

Contract Period:

Date of contract award to December 31, 2018 (inclusive).

Stream/Level: 9.1 Business Analyst - Senior

Name of the resource: Amit Chandan

Firm per diem rate (in Cdn \$): [REDACTED] (plus Applicable Taxes)

Estimated Level of Effort: [REDACTED]

Total: \$25,000.00 (plus Applicable Taxes)

Option Period:

Maplesoft grants to Canada the irrevocable option to extend the term of the Contract by up to two additional [REDACTED] periods under the same terms and conditions. Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

Contract option 1: Jan. 1, 2019 # Feb. 27, 2019 (inclusive)

Stream/Level: 9.1 Business Analyst - Senior

Name of the resource: Amit Chandan

Firm per diem rate (in Cdn \$): [REDACTED] (plus Applicable Taxes)

Estimated Level of Effort: [REDACTED]

Total: \$25,000.00 (plus Applicable Taxes)

Contract option 2: Feb. 28, 2019 # April 25, 2019 (inclusive)

Stream/Level: 9.1 Business Analyst - Senior

Name of the resource: Amit Chandan

Firm per diem rate (in Cdn \$): [REDACTED] (plus Applicable Taxes)

Estimated Level of Effort: [REDACTED]

Total: \$25,000.00 (plus Applicable Taxes)

Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.

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ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Payment:

Basis of Payment:

Limitation of Price: SACC Manual clause C6000C (2013-04-25) Limitation of Price

Method of Payment (Monthly Payment)

H1008C 2008-05-12 Terms of Payment-Monthly Payment:

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

Invoicing Instructions:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- d. a copy of the monthly progress report.

3. Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

Time Verification:

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.



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Appendix C - Appendice C Statement of Work - Énoncé des travaux

1 Title:

Senior Business Analyst for IPI Branch

1.2 Objective:

To obtain the professional services of a business analyst who can assist the sector in the operational and business planning process. Keeping in mind that the active time for the requirement is estimated at three days per week, INFC would accept part-time and off-site work, however, the following conditions must be met:

1. resource must be in at the client's office 2 times per week,
2. resource must be available on short-notice to reply to emails and answer phone calls,
3. resource must be available to attend a scheduled meeting throughout the week.
4. invoices can be submitted for hours worked per week.
5. no equipment will be supplied for the resource off-site.

1.3 Background:

Infrastructure Canada's recently created Investment, Partnerships and Innovation Branch (IPI), IPI is building out and supporting a centre of excellence in emerging areas of policy, such as alternative funding and financing, procurement and innovation. It is at the forefront of new and innovative approaches to infrastructure planning and delivery.

The sector currently has a large number of initiatives underway where some of those will require the assistance of external providers. IPI will need to engage on a number of high priority policy issues in the short term to feed ongoing business lines. In order to secure a high volume of contracts and to have the contractual work completed this fiscal year while still meeting core business needs, IPI is seeking a business analyst to help define requirements (up to 20 statements of work) in relatively short order and work in collaboration with procurement to help release the associated solicitation.

1.4 Tasks:

1. Assist the project authority and team in defining and producing business requirement documents (solicitation documents, Statement of Work, Evaluation Criteria).
2. Assist clients in planning their procurement related activities in view of the strategy recommended by Procurement Services
3. Consulting stakeholders (individually or by means of facilitating group sessions) to identify comprehensive policy, research and business requirements;
4. Documenting policy, research and business requirements for all stakeholders;
5. Providing support in analyzing, evaluating and controlling risks, especially related to requirements
6. Translating the policy, research and business requirements into procurement/out to market requirements;
7. Preparing and advising on contracts structure and enforcement from a business perspective;
8. Advising Senior Management on a range of issues affecting Infrastructure Canada's ability to achieve the project's policy, research and business objectives;

1.5 Scope:

Lead the production and delivery of up to 20 requests for proposal and associated evaluation criteria for professional services contracts. The proposed resource will be asked to meet key stakeholders (within the IPI sector in the Ottawa area) and define business requirements.

1.6 Constraints:

The successful bidder must be able to manage the project's milestones to allow for contracts to be written and awarded by January 2019.

1.7 Client Support:

The successful bidder will liaise with a point of contact within the Branch, with the INFC procurement team and with the Industry to ensure statements of work and evaluation criteria accurately portray the expected results, outcomes and timelines for completion.

1.8 Deliverables:

Request for Proposal solicitation documents, including statements of work and evaluation criteria for professional services contracts.



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1.9 Travel: N/A

1.10 Security Requirements:
SECRET

1.11 Meeting:

Initial meetings, points of clarification and approval of work can be done remotely via phone and email.

1.12 Languages:

Working drafts and final documentation to be provided in English.

Canada



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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. Delivery Requirements Outside a Comprehensive Land Claims Settlement Area. The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

Security Requirements:

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

1. The Contractor/Offeree must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeree personnel requiring access to SECRET information, assets or sensitive work site(s) must EACH hold a valid SECRET, granted or approved by CISD/PWGSC.
3. The Contractor/Offeree MUST NOT remove any SECRET information or assets from the identified work site(s), and the Contractor/Offeree must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeree must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C

Contractor's Site(s) or Premises Requiring Safeguarding Measures:

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address:

427 Laurier Street West
10th floor
Ottawa, Ontario
Canada

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

Statement of Work:

This Contract is being issued for the requirement of Professional Services to support Infrastructure Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

Standard Clauses and Conditions:

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

General Conditions:

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Term of Contract

Period of the Contract

The period of the Contract is from date of contract award to December 31, 2018.

Option to extend the Contract:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional [REDACTED] worth of effort following the initial period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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Authorities:

Contracting Authority:
Jennifer Hendrick
Manager Procurement Services, Procurement and Contracting
Infrastructure Canada
inf.procurement-approvisionnement.inf@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Project Authority:

Joelle Logue
Senior Advisor, IPI Branch
Infrastructure Canada
joelle.logue@canada.ca
613-943-2459

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Contractor's Representative:

Contact Name: [REDACTED]
Telephone: 613.226.9993 [REDACTED]
Facsimile: 613.226.8986 [REDACTED]
E-mail address: [REDACTED]

Proactive Disclosure of Contracts with Former Public Servants:

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

Payment:

Basis of Payment:
Please see instruction in Annex B
Limitation of Price:
SACC Manual clause C6000C (2013-04-25) Limitation of Price

Method of Payment (Monthly Payment)

H1008C 2008-05-12 Terms of Payment-Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

Accounts and Audit:

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by

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the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

Time Verification:

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

Invoicing Instructions:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- d. a copy of the monthly progress report.

3. Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

No Responsibility to Pay for Work not performed due to Closure of Government Offices:

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

Certifications Compliance:

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Applicable Laws:

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Priority of Documents:

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04)
- (c) Annex A, Statement of Work
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Federal Contractors Program for Employment Equity - Certification; (if applicable)
- (h) the Contractor's bid dated (TBD at Contract award)

Basis for Canada's Ownership of Intellectual Property:

The Infrastructure Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.



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Translation of Documentation:

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

Replacement of Specific Individuals:

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Ownership:

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

Government of Canada Web Standards:

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices. In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise.

Liability:

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



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Standing Offer No/Supply Arrangement No
No de l'offre # commande/No arrangement en matière d'approvisionnement
SO/OC: E60ZT-180026/214/ZT

Period of Contract (M/D/Y) - Période du contrat (M/J/A)

From/Du: 11/01/2018 To/Au: 03/31/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			1,860.00 CAD	241.80 CAD	2,101.80 CAD

Issuing Office Address - Adresse du bureau d'origine

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

COPEM CONSULTING INC.

Contact - Personne-ressource

Joelle Logue

Telephone - Téléphone

613-941-0601

Contact - Personne-ressource

Telephone - Téléphone

613 247-7557

PROJECT TITLE - TITRE DU PROJET

Job Description Writer

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix 'D'.
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe 'D'.

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

CAMPBELL GLENN
Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

GAGNON, ERIC

Signature

Date

2018-11-01

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefor.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

Canada



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Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

**INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:**

1.0 Basis of Payment

The Contractor will be paid for the Work performed in accordance with the Basis of payment detailed below, to a ceiling price of \$ 1,860.00. Customs duties are included and Applicable Taxes are extra.

Name of Consultant: Lori Reilly
Stream of Services: 8.2 Organizational Design and Classification
Per Diem: [REDACTED]
Total Days: [REDACTED]

1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$1,860.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.2 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

1.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

1.4 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the



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section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the following address for certification and payment:
sylvie.bourgon@canada.ca



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Appendix C - Appendice C Statement of Work - Énoncé des travaux

STATEMENT OF WORK

1. REQUIREMENT

1.1 Title: EX01 job description writer

1.2 Objective:

A job description writer is being sought to address the need of an EX01 job description for the creation of a new position.

1.3 Background:

The COPEM is being retained to write an EX01 job description for the new position in the Investment, Partnership and Innovation Branch.

1.4 Tasks:

- # Meet with the supervisor and/or incumbent to discuss the position, the context of the work and their responsibilities.
- # Review the existing work description and any other information relevant to the positions, including organizational charts, corporate documents, etc.
- # Update the EX-01 work description and submit the work description to the supervisor and/or incumbent for comments and provide up to two drafts (if necessary); and
- # Provide the work description in a final classification-ready format for Executive Classification,

1.5 Scope:

One EX-01 classification-ready work description.

1.6 Constraints:

The resource must have experience working EX job descriptions classifications.

1.7 Client Support:

The majority of the work will take place at the Consultant's site at [REDACTED]. There will be a requirement for the Contractor to attend meetings at the client's premises at 427 Laurier Ave, 10th floor, in Ottawa, Ontario.

1.8 Deliverables:

One EX-01 classification-ready work description.

1.9 Travel:

N/A

1.10 Security Requirements:

N/A.

1.11 Meeting:

Ad hoc meetings to be attended by the contractor during the period of work.

1.12 Official Languages:

All deliverables will be submitted in English in Word format.



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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

3 Security Requirements

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Officer personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Officer must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex D
- b) Industrial Security Manual (Latest Edition).

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick
Manager Procurement Services
Corporate Services, Finance & Administration, Procurement Services
jennifer.hendrick2@canada.canada



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The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Joelle Logue
Senior Advisor, IPI Branch
Infrastructure Canada
613-941-0601
joelle.logue@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

COPEM Consulting Inc.

Tel: (613) 247-7557
Fax: (613) 247-0573
Email: [REDACTED]

6. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The general conditions 2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.
- (b) Annex C, Statement of Work
- (c) Annex B, Basis of Payment;
- (d) Security Requirements Check List
- (e) The Contractor's bid dated October 23, 2018



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**CONTRACTOR PERFORMANCE AND EVALUATION REPORT
RAPPORT D'ÉVALUATION ET DE RENDEMENT DE L'ENTREPRENEUR**

Contractor's name
Nom de l'entrepreneur **COPREM CONSULTING INC.**

Address
Adresse

Project/Report title
Titre du projet (ou rapport) **Job Description Writer**

Date of contract
Date du contrat **11/01/2018 - 03/31/2019** Date work completed
Date d'achèvement du travail

Contracting Authority
Autorité contractante **HENDRICK, JENNIFER** Division

I. A) Specialties involved in the contract - Domaines visés par le contrat

☐ Agriculture ☐ Économie ☐ Forêt ☐ Santé ☐ Sociologie ☐ Transport ☐ Gestion ☐ Ingénierie

I. B) Were sub-contractor's employed on this project? Yes No
A-t-on fait appel à des sous-traitants? ☐ Oui ☐ Non

Name - Nom

Address - Adresse

Specialty - Spécialité

RESPOND TO THE FOLLOWING QUESTIONS - RÉPONDRE AUX QUESTIONS SUIVANTES

A) Was the work properly planned and scheduled by the contractor? L'entrepreneur avait-il bien planifié et échéancier son travail?	Yes Oui	No Non	See Remarks Voir Remarques
B) Did the contractor maintain satisfactory liaison with the Department? L'entrepreneur avait-il entretenu des rapports satisfaisants avec le ministère?	Yes Oui	No Non	See Remarks Voir Remarques
C) Were the original time and cost estimates realistic? Les prévisions initiales de temps et de coût étaient-elles réalistes?	Yes Oui	No Non	See Remarks Voir Remarques
D) Have the services rendered been in conformity with the agreement? Les services rendus ont-ils été conformes à l'entente?	Yes Oui	No Non	See Remarks Voir Remarques
E) Were the recommendations developed practical and applicable to the Department's specific needs? Les recommandations élaborées étaient-elles pratiques et applicables aux besoins particuliers du ministère?	Yes Oui	No Non	See Remarks Voir Remarques
F) Were the recommendations satisfactorily presented? Les recommandations ont-elles été présentées de façon satisfaisante?	Yes Oui	No Non	See Remarks Voir Remarques
G) Would you retain this contractor again if you had need for similar professional services? Ferez-vous de nouveau appel à cet entrepreneur si vous aviez besoin des mêmes services professionnels?	Yes Oui	No Non	See Remarks Voir Remarques

If answer to G) is no, state why - Si la réponse à G) est non, dites pourquoi

H) Are there members of the contractor's staff whom you would not wish to retain in the future? Y a-t-il des membres du personnel de l'entrepreneur dont vous ne retiendrez pas les services dans l'avenir?	Yes Oui	No Non	See Remarks Voir Remarques
I) Would you consider the overall performance as Comment jugez-vous le rendement global <input type="checkbox"/> Inadequate <input type="checkbox"/> Poor <input type="checkbox"/> Satisfactory <input type="checkbox"/> Very good <input type="checkbox"/> Excellent <input type="checkbox"/> Insatisfaisant <input type="checkbox"/> Faible <input type="checkbox"/> Satisfaisant <input type="checkbox"/> Très bon <input type="checkbox"/> Excellent	Yes Oui	No Non	See Remarks Voir Remarques

If answer to I) is yes, state why - Si la réponse à I) est oui, dites pourquoi

REMARKS - REMARQUES

Signature _____ Title - Titre _____ Date _____

Canada





**Infrastructure
Canada**

Page: 1

**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No / N° du contrat 3517117
Standing Offer No./Supply Arrangement No. No de l'offre # commandes/No arrangement en matière d'approvisionnement SA/AMA: B60ZT-16TSSO/159/ZT
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 11/02/2018 To/Au: 03/31/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée 21,600.00 CAD	Tax Amount Montant de la taxe 2,808.00 CAD	Total 24,408.00 CAD
--	--	---	--	---	-------------------------------

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001	Contractor name and address - Nom et adresse de l'entrepreneur JANIQUE F SIMARD-OUELLETTE 
Contact - Personne-ressource Laurie Pratt-Tremblay	Telephone - Téléphone 613-948-3773
Contact - Personne-ressource Janique Simard-Ouellette	Telephone - Téléphone 

PROJECT TITLE - TITRE DU PROJET
Staffing Consultant - HR

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

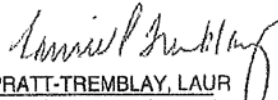
This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.


PRATT-TREMBLAY, LAUR
Signature Date **Nov 2, 2018**

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister
This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre
Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

ERIC GAGNON
Signature Date **2018-11-02**

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.


Signature Date **Nov 2, 2018**



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No /N° du contrat

3517117

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



**Call-up against a Standing Offer /
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Commande subséquente # une offre # commande /
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3517117

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministres et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



**Infrastructure
Canada**

ATIA - 20(1)(c)

ATIA - 20(1)(d)

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**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No /N° du contrat

3517117

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Basis of Payment

For the Work described in the Statement of work at annex C:

The Contractor will be paid for the Work performed in accordance with the Basis of payment below, to a limitation of expenditure of \$ 21,600.00. Customs duties are excluded and Applicable Taxes are extra.

Staffing Consultant
Name: Janique Simard-Ouellette

Proservices Supply Arrangement

Per diem rate: [REDACTED]

Electronic Payment of Invoices - Contract

The Contractor accepts to be paid Direct Deposit (Domestic and International);

Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
one (1) copy must be forwarded to the consignee:



**Call-up against a Standing Offer /
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Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
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Appendix C - Appendice C Statement of Work - Énoncé des travaux

Background:

The HR Directorate has several vacancies and requires the services of a senior staffing consultant (Level 3) to assist and support the Director General to proceed with several staffing processes.

Activities:

The consultant will assist the D.G. in the management of all phases of the selection processes required to staff the positions. This includes, but is not limited to the following tasks:

- o Development of Statements of Merit Criteria
- o Screening of applications
- o Preparation of tools such as interview questions and reference verification questionnaires
- o Correction of exams (as required)
- o Participating in interviews
- o Conducting reference checks
- o Communications with HR, Management, PSC and candidates
- o Preparing reports (i.e. assessment board summary)
- o Preparing for and participating in post-boards/informal discussions
- o Participating in meetings with management/HR as required



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Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

PART 2 - RESULTING CONTRACT CLAUSES

Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeree must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
2. The Contractor/Offeree personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid Secret status, granted or approved by CISD/PSPC
3. The Contractor/Offeree must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeree must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
5. The Contractor/Offeree must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at to this contract
 2. Industrial Security Manual (Latest Edition)

Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

General Conditions

2029 _____ (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Term of Contract

Period of the Contract

The period of the Contract is from date of Contract to March 31st 2019 inclusive

Authorities

Contracting Authority

The Contracting Authority for the Contract is:
Jennifer Hendrick
Manager Procurement Services, Corporate Services
Infrastructure Canada / Government of Canada
jennifer.hendrick2@canada.ca / Tel: 613-960-6334

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in



**Call-up against a Standing Offer /
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Contract No /N° du contrat
3517117

writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Project Authority

The Project Authority for the Contract is:

Laurie Pratt-Tremblay
Director General, Human Resources
laurie.pratt-tremblay@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Contractor's Representative

Janique Simard-Ouellette

Certifications and Additional Information

Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 _____ (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex C, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Security Requirements Check List (if applicable);
- (g) the Contractor's bid dated October 29, 2018



**Infrastructure
Canada**

Page: 1

**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No / N° du contrat
3517137

Standing Offer No / Supply Arrangement No.
No de l'offre # commande / No arrangement en matière d'approvisionnement

SA/AMA: E60ZT-180027/110/ZT

Period of Contract (M/D/Y) - Période du contrat (M/D/A)

From/Du: 11/09/2018 To/Au: 03/31/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			22,120.00 CAD	2,875.60 CAD	24,995.60 CAD

Issuing Office Address - Adresse du bureau d'origine

**INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6**

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

**LUMINA IT INC.
104-57 AURIGA DR
NEPEAN ON K2E 8B2
CANADA**

Contact - Personne-ressource

Fay Abourizk

Telephone - Téléphone

613-957-2446

Contact - Personne-ressource

Telephone - Téléphone

PROJECT TITLE - TITRE DU PROJET

Update HR service standards

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: **ENGLISH/ANGLAIS**

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

PRATT-TREMBLAY, LAUR

Signature

Date

NOV 19 2018

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

Approuvé pour le Ministre

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.
Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

Signature

Date

2018-11-16

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

Nov 20/18

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3517137

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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3517137

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministres et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



**Infrastructure
Canada**

ATIA - 20(1)(c)

ATIA - 20(1)(d)

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**Call-up against a Standing Offer /
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Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No /N° du contrat

3517137

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Payment

Basis of Payment

For the Work described in the Statement of work at annex C:

The Contractor will be paid for the Work performed in accordance with the Basis of payment below, to a limitation of expenditure of \$ 22,120.00. Customs duties are excluded and Applicable Taxes are extra.

Staffing Consultant

Name: Todd Barker

Proservices Supply Arrangement

Per diem rate: [REDACTED]

Electronic Payment of Invoices - Contract

The Contractor accepts to be paid Direct Deposit (Domestic and International);

Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

one (1) copy must be forwarded to the consignee:

fay.abourizk2@canada.ca



Call-up against a Standing Offer /
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3517137

Appendix C - Appendice C Statement of Work - Énoncé des travaux

STATEMENT OF WORK (LuminaIT)

1. REQUIREMENT

1.1 Title:

Corporate Staffing deliverables - update HR service standards and staffing checklists, and roles and responsibilities of clients/HR, assessment tools, and statements of merit criteria.

1.2 Objective:

The update of the current service standards and staffing checklists in place and the clear set of roles and responsibilities for clients and HR to streamline INFC's staffing processes; and to prepare assessment tools and generic statements of merit criteria for staffing processes.

1.3 Background:

Successfully delivering on our mandate depends on our ability to recruit and retain people with the right skills. Attracting and retaining top talent is not easy. It requires efficient recruitment and staffing plans, professional development strategies that offer employees challenging and rewarding careers with opportunities for advancement, and workplace initiatives that promote a healthy, respectful and supportive work environment.

1.4 Tasks:

- work with HR to gain information on current service standards, roles and responsibilities list, and staffing checklists for fast-track actions, and advertised and non-advertised processes, using INFC management consultation results and best practices (including Decision Tree) provided by HR
- create service standards, roles and responsibilities document, and various staffing checklists, and make revisions as necessary to the point where it can be shared with the DG and ADM, HR for their approval
- development of assessment tools and generic statements of merit criteria for staffing processes.

1.5 Deliverables:

Produce an updated HR service standards, roles and responsibilities document, and various staffing checklists, assessment tools, and generic statements of merit criteria.

1.6 Travel:

N/A

1.7 Security Requirements:

Enhanced

1.11 Location of work:

The work will be performed offsite, as space is limited at 180 Kent Street, Ottawa, Ontario. There will be requirements from to consult with HR onsite - HR to make meeting arrangements



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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

1. Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid Reliability status, granted or approved by CISD/PSPC
3. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
5. The Contractor/Offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at to this contract
 2. Industrial Security Manual (Latest Edition)

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2029 _____ (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to June 30th, 2019.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick
Manager Procurement Services, Corporate Services
Infrastructure Canada / Government of Canada
jennifer.hendrick2@canada.ca / Tel: 613-960-6334

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority



**Call-up against a Standing Offer /
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Fay Abourizk
Manager, Policies and Programs, Strategic HR Management
Infrastructure Canada
fay.abourizk2@canada.ca / Tel: 613-957-2446

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

[REDACTED]
Consulting Services

Lumina IT inc.
57 Auriga Drive, Suite 104
Ottawa Ontario K2E 8B2

Direct: [REDACTED]

Fax: [REDACTED]

E-mail: [REDACTED]

6. Certifications and Additional Information

6.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 _____ (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex C, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Security Requirements Check List (if applicable);
- (g) the Contractor's bid dated November 14, 2018.



**Call-up against a Standing Offer /
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**CONTRACTOR PERFORMANCE AND EVALUATION REPORT
RAPPORT D'ÉVALUATION ET DE RENDEMENT DE L'ENTREPRENEUR**

Contractor's name
Nom de l'entrepreneur LUMINA IT INC

Address
Adresse 104-57 AURIGA DR, NEPEAN, ON, CA, K2E 8B2

Project/Report title
Titre du projet (ou rapport) Update HR service standards

Date of contract
Date du contrat 11/09/2018 - 03/31/2019 Date work completed
Date d'achèvement du travail

Contracting Authority
Autorité contractante HENDRICK, JENNIFER Division

1 A) Specialties involved in the contract - Domaines visés par le contrat

☐ Agriculture ☐ Economics ☐ Forestry ☐ Sociology ☐ Transportation ☐ Management ☐ Engineering
☐ Économie ☐ Économique ☐ Forêts ☐ Sociologie ☐ Transports ☐ Gestion ☐ Ingénierie

1 B) Were sub-contractor's employed on this project? Yes No
A-t-on fait appel # des sous-traitants? ☐ Oui ☐ Non

Name - Nom

Address - Adresse

Speciality - Spécialité

RESPOND TO THE FOLLOWING QUESTIONS - RÉPONDRE AUX QUESTIONS SUIVANTES

A) Was the work properly planned and scheduled by the contractor? L'entrepreneur avait-il bien planifié et échelonné son travail?	Yes Oui	No Non	See Remarks Voir Remarques
B) Did the contractor maintain satisfactory liaison with the Department? L'entrepreneur avait-il entretenu des rapports satisfaisants avec le minist#re?	Yes Oui	No Non	See Remarks Voir Remarques
C) Were the original time and cost estimates realistic? Les prévisions initiales de temps et de coût étaient-elles réalistes?	Yes Oui	No Non	See Remarks Voir Remarques
D) Have the services rendered been in conformity with the agreement? Les services rendus ont-ils été conformes # l'entente?	Yes Oui	No Non	See Remarks Voir Remarques
E) Were the recommendations developed practical and applicable to the Department's specific needs? Les recommandations apportées étaient-elles pratiques et applicables aux besoins particuliers du minist#re?	Yes Oui	No Non	See Remarks Voir Remarques
F) Were the recommendations satisfactorily presented? Les recommandations ont-elles été présentées de façon satisfaisante?	Yes Oui	No Non	See Remarks Voir Remarques
G) Would you retain this contractor again if you had need for similar professional services? Feriez-vous de nouveau appel # cet entrepreneur si vous aviez besoin des mêmes services professionnels?	Yes Oui	No Non	See Remarks Voir Remarques

If answer to G) is no, state why - Si la réponse # G) est non, dites pourquoi

H) Are there members of the contractor's staff whom you would not wish to retain in the future? Y-a-t-il des membres du personnel de l'entrepreneur dont vous ne retiendrez pas les services dans l'avenir?	Yes Oui	No Non	See Remarks Voir Remarques
I) Would you consider the overall performance as Comment jugez-vous le rendement global <input type="checkbox"/> Inadequate <input type="checkbox"/> Poor <input type="checkbox"/> Satisfactory <input type="checkbox"/> Very good <input type="checkbox"/> Insatisfaisant <input type="checkbox"/> Faible <input type="checkbox"/> Satisfaisant <input type="checkbox"/> Très bon <input type="checkbox"/> Excellent			
J) If rated inadequate, or poor, was payment authorized under Section 34 F.A. Act? Si jugé insatisfaisant ou faible, a-t-on autorisé le versement en vertu de l'article 34 de la LGFP?	Yes Oui	No Non	See Remarks Voir Remarques

If answer to J) is yes, state why - Si la réponse # J) est oui, dites pourquoi

REMARKS - REMARQUES

Signature _____ Title - Titre _____ Date _____



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No / N° du contrat 3517174					
Standing Offer No./Supply Arrangement No. No de l'offre # commandes/No arrangement en matière d'approvisionnement SA/AMA: E60ZT-16TSSB/072/ZT					
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 11/23/2018 To/Au: 12/21/2018					
Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Doc. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée 12,000.00 CAD	Tax Amount Montant de la taxe 1,560.00 CAD	Total 13,560.00 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001		Contractor name and address - Nom et adresse de l'entrepreneur INFORMATION AND COMMUNICATIONS TECHNOLOGY COUNCIL (ICTC) OF CANADA INC. 300-116 LISGAR ST OTTAWA ON K2P 0C2 CANADA	
Contact - Personne-ressource Gabrielle FitzGerald	Telephone - Téléphone 613-954-7750	Contact - Personne-ressource Alexandra Cutean	Telephone - Téléphone 613 237-8551
PROJECT TITLE - TITRE DU PROJET Blockchain for Canadian infrastructure			

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

FITZGERALD, GABRIELLE

Signature

Date

Nov. 23/2018

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK, JENNIFER

Signature

Date

Nov 23/18

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefor.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

Nov 23rd, 2018

Canada



**Call-up against a Standing Offer /
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**Appendix A - Appendice A
GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES**

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



**Infrastructure
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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Payment

Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of **\$12,000.00** Customs duties are excluded and Applicable Taxes extra.

Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ 12,000.00 Customs duties are excluded and Applicable Taxes are extra.

Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using Direct Deposit (Domestic and International);

Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment. :
carolyn.barnes@canada.ca

Canada



Call-up against a Standing Offer /
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Appendix C - Appendice C Statement of Work - Énoncé des travaux

STATEMENT OF WORK

REQUIREMENT

Title:

"Preparing for the future: the potential of blockchain for the Canadian infrastructure sector"

Objectives:

INFC is seeking the services of a contractor to produce a discussion paper on blockchain technology, identify its potential use for Canadian infrastructure as it relates to Infrastructure Canada's mandate, and highlight impacts of its adoption.

Background:

Blockchain is a type of decentralized, distributed ledger that enables the secure recording of verifiable transactions. Cryptocurrencies are the most well-known implementation of blockchain technology but they are only one aspect of the blockchain evolution, and not all transactions are financial ones.

INFC is interested to learn more about how this technology could affect the infrastructure sector. With this knowledge, INFC can better grasp the potential for blockchain as an enabler of various improvements to our cities and communities, including: better connectivity, advanced options for mobility, improved efficiencies in energy use, expanded trade opportunities, and others. This is information that could inform program and policy development within the department.

Tasks:

The Contractor will conduct a mixture of primary and secondary research. The primary research will include 2-3 key informant interviews with leading blockchain subject matter experts. Secondary research will include analysis of existing data and literature related to the potential use and impact of blockchain on infrastructure; as well as analysis of case studies from around the world. The results of this research will be compiled into a report, taking the format of a briefing note.

Scope:

The Contractor will conduct primary and secondary research, including tasks as listed in 1.4. The results of this research will be analyzed and presented in a report to INFC. Specific outputs of the report should include definitions of blockchain and distributed ledgers; along with their potential impact, and possible uses for Canadian infrastructure. The report will also include an analysis of case studies from around the world where blockchain or distributed ledgers have been or are in the process of being implemented to create efficiencies related to infrastructure. These case studies pertain to areas such as transportation, smart cities, trade and green energy.

Constraints:

None noted.

Client Support:

The parameters of this contract work have already been established through a proposal received by INFC.

Deliverables:

The Contractor will provide the project authority with the following deliverable:

" An 8-10 page briefing document that defines blockchain and distributed ledgers; along with their potential impact, and possible uses for Canadian infrastructure with four examples. Each use case will describe how the technology created or can create positive outcomes including but not limited to: energy efficiencies, cost-savings, increased connectivity, improved mobility, positive environmental outcomes, etc.

Work on this project will commence immediately and will be completed no later than December 12, 2018.

Travel:

Travel costs are not required.

Security Requirements:

This contract will not require higher than Reliability level clearance.

Meetings:

Meetings will be conducted by teleconference as required

Official Languages:

Any deliverables will be provided in English.



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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

1. Security requirement

There is no security requirement applicable to the Contract.

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of Contract award to no later than December 15, 2018 as stated in the Statement of Work 5.0 Deliverables/Timelines.

All the deliverables must be received on or before December 15, 2018 as stated in the Statement of Work 5.0 Deliverables/Timelines.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick
Manager Procurement Services, Corporate Services
Infrastructure Canada / Government of Canada
jennifer.hendrick2@canada.ca / Tel: 613-960-6334

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Gabrielle FitzGerald
Title: Director, Research and Data

Telephone: 613-954-7750
E-mail address: gabrielle.fitzgerald@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor representative :



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**Call-up against a Standing Offer /
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3517174

Alexandra Cutean
Director, Research & Policy
Information and Communications Technology Council (ICTC)
Phone: [REDACTED] Email: a.cutean@ictc-ctic.ca

6. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 August 15, 2018 General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Quote from the Vendor : Date October 15, 2018



**Infrastructure
Canada**

Page: 1

**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No / N° du contrat
3517177

Standing Offer No / Supply Arrangement No.
No de l'offre # commande / No arrangement en matière d'approvisionnement

SO/OC: E60ZT-16TSPS/281/ZT

Period of Contract (M/O/Y) - Période du contrat (M/A)

From/Du: 11/30/2018 To/Au: 03/31/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			1,333.36 CAD	173.34 CAD	1,506.70 CAD

Issuing Office Address - Adresse du bureau d'origine

**INFRASTRUCTURE CANADA
FINANCE**

**1100-180 KENT ST
OTTAWA ON K1P 0B6**

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

PLEIAD CANADA INC.



Contact - Personne-ressource

Carli Disano

Telephone - Téléphone

613-960-9482

Contact - Personne-ressource

Laurie Morin

Telephone - Téléphone

613 722-9902

PROJECT TITLE - TITRE DU PROJET

Coaching for leadership skills

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat, Sa Majesté versera à l'entrepreneur # l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial
Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion
des finances publiques.

Signature

Date

Nov 30, 2018

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her
Majesty the Queen in right of Canada by the duly
authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine
du Chef du Canada par un agent autorisé.

Signature

Date

Nov 27, 2018

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to
the Minister, upon the terms and conditions set out in
this document, the supplies and/or services listed herein
at the price(s) set out therefore.

L'entrepreneur s'engage à vendre et à fournir au
Ministre, selon les termes et conditions énumérés dans
ce document, les biens et/ou les services énumérés au
prix identifié dans le document.

Signature

Date

30 Nov 18

Canada



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Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

1. Payment

1.1 Basis of Payment

1.1.1 Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$1,333.36. Customs duties are excluded and Applicable Taxes are extra.

1.1.2 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019.

1.2 Limitation of Expenditure

1.2.1 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

1.2.2 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.3 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International)

1.4 Invoicing Instructions

1.4.1 The Contractor must submit detailed invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices cannot be submitted until all work identified in the invoice is completed. Invoices that do not contain detailed information will be rejected.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

1.4.2 Invoices must be distributed as follows:

- a. The original copy must be forwarded to the following address for certification and payment.



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Appendix C - Appendice C Statement of Work - Énoncé des travaux

1. REQUIREMENT

1.1 Title:

Individual Coaching related to Influencing and Leadership

1.2 Objective:

The purpose of this contract is to seek individual coaching/training to build and enhance the influencing and the leadership skills of [REDACTED] in line with the work objectives set forth in her Performance Management Agreement (PMA).

1.3 Background:

Each year, employees are required to meet performance and learning objectives outlined in their PMA. Coaching is sought to help [REDACTED] achieve the influencing and leadership objectives within this agreement in such areas as analysis and negotiation, program management, information management, and horizontal and stakeholder relations and address any challenges that may arise within these areas.

1.4 Tasks:

Services will include coaching and possibly some training. The coaching will cover influencing and leadership skills including, but not limited to increasing self-awareness, awareness of others, developing and/or using tools to manage an increasingly heavy and complex workload, prioritizing workload and possibly that of others. Additionally, it will increase skills in influencing and responding to senior management. The completion of the Lumina Spark personality assessment will provide a better understanding of strengths/possible weaknesses and responses to stressful situations.

1.5 Scope:

The Scope of the Contract includes:

Lumina Spark Personality Test

[REDACTED] of Coaching Services

1.6 Constraints:

The coaching/training will be offered between the date of approval and March 31, 2018 at dates/times convenient to both parties either during or outside of work hours either in person or through video conferencing. PMA objectives will be reformatted in a word document and shared with the contractor.

1.7 Client Support:

Activities, Quantity, Rate, and Cost

Lumina Spark Personality Test [REDACTED]

Coaching Services, [REDACTED] \$1,333.36

Subtotal \$1,333.36

HST \$173.34

Total Estimated Cost \$1,506.70

1.8 Deliverables:

Activities to be delivered have been identified in section 1.7.

1.9 Travel:

N/A

1.10 Security Requirement:

Reliability Status



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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

1 Security Requirements

1.1 Contractor's resource must have Reliability Status

1.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix C.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019.

1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for this Contract is:

Name: Jennifer Hendrick

Title: Manager, Procurement Services

Organization: Infrastructure Canada

Email: infprocurement-provisionnement.infcc@canada.ca

1.5.2 Project Authority

Name: Amelie Pruneau

Title: Manager, Program Operations

Organization: INFC

Email: amelie.pruneau@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Name: Laurie Morin

Title: President

Organization: Pleiad Canada

Phone: 613-722-9902

Email: [REDACTED]

1.6.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

1.7 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.8 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) The Articles of Agreement;

(b) 2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);

(c) Annex C, Statement of Work;

(d) Annex B, Basis of Payment;

(e) Annex D, Security Requirements Check List (if applicable);